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8 Attorneys for Plaintiff, ROMEX TEXTILES, INC.

9  
10 **UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

11 ROMEX TEXTILES, INC., a  
12 California Corporation;

13 Plaintiff,

14 vs.

15 APOLLO APPAREL NY, LLC., a New  
16 York Limited Liability Company;  
17 ROSS STORES, INC., a Delaware  
18 Corporation; R&R GOLDMAN  
19 ASSOCIATES, INC. d/b/a/  
20 DISCOVERY CLOTHING  
COMPANY, an Illinois Corporation;  
SPECIALTY RETAILERS, INC., a  
Texas Corporation; BEALL'S OUTLET  
STORES, INC., a Florida Corporation;  
and DOES 1-10, inclusive,

21  
22 Defendants.

Case No.: 2:18-cv-06543-RSWL-AGR

**STIPULATED PROTECTIVE  
ORDER**

1 **1. GENERAL**

2 1.1 Purposes and Limitations Discovery in this action is likely to involve  
3 production of confidential, proprietary, or private information for which special  
4 protection from public disclosure and from use for any purpose other than  
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
6 stipulate to and petition the Court to enter the following Stipulated Protective  
7 Order. The parties acknowledge that this Order does not confer blanket protections  
8 on all disclosures or responses to discovery and that the protection it affords from  
9 public disclosure and use extends only to the limited information or items that are  
10 entitled to confidential treatment under the applicable legal principles. The parties  
11 further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
12 Protective Order does not entitle them to file confidential information under seal;  
13 Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
14 standards that will be applied when a party seeks permission from the court to file  
15 material under seal.

16 **B. GOOD CAUSE STATEMENT**

17  
18 This action is likely to involve trade secrets, customer and pricing lists and  
19 other valuable research, development, commercial, financial technical and/or  
20 proprietary information for which special protection from public disclosure and  
21 from use for any purpose other than prosecution of this action is warranted. Such  
22 confidential and proprietary materials and information consist of, among other  
23 things, confidential business or financial information, information regarding  
24 purchase and sale prices of fabric or garments by suppliers, manufacturers,  
25 importers, distributors or fashion retailers, information regarding business  
26 practices, information regarding the creation, purchase or sale of graphics used on  
27 textiles and garments, or other confidential commercial information (including  
28 information implicating privacy rights of third parties), information generally

1 unavailable to the public, or which may be privileged or otherwise protected from  
2 disclosure under state or federal rules, court rules, case decisions, or common law.  
3 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
4 of disputes over confidentiality of discovery materials, to adequately protect  
5 information the parties are entitled to keep confidential, to ensure that the parties  
6 are permitted reasonable necessary uses of such material in preparation for and in  
7 the conduct of trial, to address their handling at the end of the litigation, and serve  
8 the ends of justice, a protective order for such information is justified in this matter.  
9 It is the intent of the parties that information will not be designated as confidential  
10 for tactical reasons and that nothing be so designated without a good faith belief  
11 that it has been maintained in a confidential, non-public manner, and there is good  
12 cause why it should not be part of the public record of this case.

## 14 **2. DEFINITIONS**

15 2.1 Action: This pending federal law suit.

16 2.2 Challenging Party: a Party or Non-Party that challenges the  
17 designation of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
19 how it is generated, stored or maintained) or tangible things that qualify for  
20 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
21 the Good Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
27 ONLY.”

28 2.6 Disclosure or Discovery Material: all items or information, regardless

1 of the medium or manner in which it is generated, stored, or maintained (including,  
2 among other things, testimony, transcripts, and tangible things), that are produced  
3 or generated in disclosures or responses to discovery in this matter.

4 2.7 Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
6 an expert witness or as a consultant in this Action.

7 2.8 House Counsel: attorneys who are employees of a party to this Action.  
8 House Counsel does not include Outside Counsel of Record or any other outside  
9 counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association, or  
11 other legal entity not named as a Party to this action.

12 2.10 Outside Counsel of Record: attorneys who are not employees of a  
13 party to this Action but are retained to represent or advise a party to this Action and  
14 have appeared in this Action on behalf of that party or are affiliated with a law firm  
15 which has appeared on behalf of that party, and includes support staff.

16 2.11 Party: any party to this Action, including all of its officers, directors,  
17 employees, consultants, retained experts, and Outside Counsel of Record (and their  
18 support staffs).

19 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
20 Discovery Material in this Action.

21 2.13 Professional Vendors: persons or entities that provide litigation  
22 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
24 and their employees and subcontractors.

25 2.14 Protected Material: any Disclosure or Discovery Material that is  
26 designated as “CONFIDENTIAL.”

27 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1           2.16 “CONFIDENTIAL” Information or Items: information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for  
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
4 the Good Cause Statement.

5           2.17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
6 Information or Items: extremely sensitive “CONFIDENTIAL” Information or  
7 Items, the disclosure of which to another Party or Non-Party would create a  
8 substantial risk of serious harm that could not be avoided by less restrictive means.

9       **3. SCOPE**

10           The protections conferred by this Stipulation and Order cover not only  
11 Protected Material (as defined above), but also (1) any information copied or  
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
13 compilations of Protected Material; and (3) any testimony, conversations, or  
14 presentations by Parties or their Counsel that might reveal Protected Material. Any  
15 use of Protected Material at trial shall be governed by the orders of the trial judge.  
16 This Order does not govern the use of Protected Material at trial.

17  
18       **4. DURATION**

19           Even after final disposition of this litigation, the confidentiality obligations  
20 imposed by this Order shall remain in effect until a Designating Party agrees  
21 otherwise in writing or a court order otherwise directs. Final disposition shall be  
22 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
23 with or without prejudice; and (2) final judgment herein after the completion and  
24 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
25 including the time limits for filing any motions or applications for extension of  
26 time pursuant to applicable law.

27       **5. DESIGNATING PROTECTED MATERIAL**

28           5.1 Exercise of Restraint and Care in Designating Material for Protection.

1 Each Party or Non-Party that designates information or items for protection under  
2 this Order must take care to limit any such designation to specific material that  
3 qualifies under the appropriate standards. The Designating Party must designate for  
4 protection only those parts of material, documents, items, or oral or written  
5 communications that qualify so that other portions of the material, documents,  
6 items, or communications for which protection is not warranted are not swept  
7 unjustifiably within the ambit of this Order.

8 Mass, indiscriminate, or routinized designations are prohibited. Designations  
9 that are shown to be clearly unjustified or that have been made for an improper  
10 purpose (e.g., to unnecessarily encumber the case development process or to  
11 impose unnecessary expenses and burdens on other parties) may expose the  
12 Designating Party to sanctions.

13 If it comes to a Designating Party's attention that information or items that it  
14 designated for protection do not qualify for protection, that Designating Party must  
15 promptly notify all other Parties that it is withdrawing the inapplicable designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in  
17 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
18 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
19 under this Order must be clearly so designated before the material is disclosed or  
20 produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic  
23 documents, but excluding transcripts of depositions or other pretrial or trial  
24 proceedings), that the Producing Party affix at a minimum, the legend  
25 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or "HIGHLY  
26 CONFIDENTIAL – ATTORNEYS' EYES ONLY", to each page that  
27 contains protected material. If only a portion or portions of the material on a page  
28

1 qualifies for protection, the Producing Party also must clearly identify the  
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
8 EYES ONLY.” After the inspecting Party has identified the  
9 documents it wants copied and produced, the Producing Party must determine  
10 which documents, or portions thereof, qualify for protection under this Order.  
11 Then, before producing the specified documents, the Producing Party must affix  
12 the “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
13 EYES ONLY” to each page that contains Protected Material. If only a portion or  
14 portions of the material on a page qualifies for protection, the Producing Party also  
15 must clearly identify the protected portion(s) (e.g., by making appropriate  
16 markings in the margins).

17 (b) for testimony given in depositions that the Designating Party identify  
18 the Disclosure or Discovery Material on the record, before the close of the  
19 deposition all protected testimony.

20 (c) for information produced in some form other than documentary and  
21 for any other tangible items, that the Producing Party affix in a prominent place on  
22 the exterior of the container or containers in which the information is stored the  
23 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
24 EYES ONLY.” If only a portion or portions of the information  
25 warrants protection, the Producing Party, to the extent practicable, shall identify  
26 the protected portion(s).

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
28 failure to designate qualified information or items does not, standing alone, waive

the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a



1 location and in a secure manner that ensures that access is limited to the persons  
2 authorized under this Order.

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
4 otherwise ordered by the court or permitted in writing by the Designating Party, a  
5 Receiving Party may disclose any information or item designated  
6 “CONFIDENTIAL” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
8 well as employees of said Outside Counsel of Record to whom it is reasonably  
9 necessary to disclose the information for this Action;

10 (b) the officers, directors, and employees (including House Counsel) of  
11 the Receiving Party to whom disclosure is reasonably necessary for this Action;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom  
13 disclosure is reasonably necessary for this Action and who have signed the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional  
18 Vendors to whom disclosure is reasonably necessary for this Action and who have  
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (g) the author or recipient of a document containing the information or a  
21 custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
23 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
24 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
25 they will not be permitted to keep any confidential information unless they sign the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
27 agreed by the Designating Party or ordered by the court. Pages of transcribed  
28 deposition testimony or exhibits to depositions that reveal Protected Material may

1 be separately bound by the court reporter and may not be disclosed to anyone  
2 except as permitted under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,  
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted  
7 in writing by the Designating Party, a Receiving Party may disclose any  
8 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
9 EYES ONLY” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
11 as employees of said Outside Counsel of Record whom it is reasonably necessary  
12 to disclose the Information for this Action;

13 (b) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

16 (c) the court and its personnel;

17 (d) private court reporters and their staff to whom disclosure is reasonably  
18 necessary for this Action and who have signed the “Acknowledgement and  
19 Agreement to Be Bound” (Exhibit A);

20 (e) professional jury or trial consultants, mock jurors, and Professional  
21 Vendors to whom disclosure is reasonably necessary for this Action and have  
22 signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

23 (f) professional jury or trial consultants, mock jurors, and Professional  
24 Vendors to whom disclosure is reasonably necessary for this Action and who have  
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information or a  
27 custodian or other person who otherwise possessed or knew the information;

28 (h) during their depositions, witnesses, and attorneys for witnesses, in the

1 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
2 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
3 they will not be permitted to keep any confidential information unless they sign the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
5 agreed by the Designating Party or ordered by the court. Pages of transcribed  
6 deposition testimony or exhibits to depositions that reveal Protected Material may  
7 be separately bound by the court reporter and may not be disclosed to anyone  
8 except as permitted under this Stipulated Protective Order; and

9 (i) any mediator or settlement officer, and their supporting personnel,  
10 mutually agreed upon by any of the parties engaged in settlement discussions.

11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
12 **PRODUCED IN OTHER LITIGATION**

13 If a Party is served with a subpoena or a court order issued in other litigation  
14 that compels disclosure of any information or items designated in this Action as  
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
16 ONLY,” that Party must:

17 (a) promptly notify in writing the Designating Party. Such notification  
18 shall include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or order  
20 to issue in the other litigation that some or all of the material covered by the  
21 subpoena or order is subject to this Protective Order. Such notification shall  
22 include a copy of this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be  
24 pursued by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with  
26 the subpoena or court order shall not produce any information designated in this  
27 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
28 EYES ONLY” before a determination by the court from which the

1 subpoena or order issued, unless the Party has obtained the Designating Party's  
2 permission. The Designating Party shall bear the burden and expense of seeking  
3 protection in that court of its confidential material and nothing in these provisions  
4 should be construed as authorizing or encouraging a Receiving Party in this Action  
5 to disobey a lawful directive from another court.

6  
7 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
8 **PRODUCED IN THIS LITIGATION**

9 (a) The terms of this Order are applicable to information produced by a  
10 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
11 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information  
12 produced by Non-Parties in connection with this litigation is protected by the  
13 remedies and relief provided by this Order. Nothing in these provisions should be  
14 construed as prohibiting a Non-Party from seeking additional protections.

15 (b) In the event that a Party is required, by a valid discovery request, to  
16 produce a Non-Party's confidential information in its possession, and the Party is  
17 subject to an agreement with the Non-Party not to produce the Non-Party's  
18 confidential information, then the Party shall:

19 (1) promptly notify in writing the Requesting Party and the Non-Party  
20 that some or all of the information requested is subject to a confidentiality  
21 agreement with a Non-Party;

22 (2) promptly provide the Non-Party with a copy of the Stipulated  
23 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
24 specific description of the information requested; and

25 (3) make the information requested available for inspection by the  
26 Non-Party, if requested.

27 (c) If the Non-Party fails to seek a protective order from this court within  
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1 14 days of receiving the notice and accompanying information, the Receiving Party  
2 may produce the Non-Party's confidential information responsive to the discovery  
3 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
4 not produce any information in its possession or control that is subject to the  
5 confidentiality agreement with the Non-Party before a determination by the court.  
6 Absent a court order to the contrary, the Non-Party shall bear the burden and  
7 expense of seeking protection in this court of its Protected Material.

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9 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

10 If a Receiving Party learns that, by inadvertence or otherwise, it has  
11 disclosed Protected Material to any person or in any circumstance not authorized  
12 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
13 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
14 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
15 the person or persons to whom unauthorized disclosures were made of all the terms  
16 of this Order, and (d) request such person or persons to execute the  
17 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
18 A.

19  
20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other  
24 protection, the obligations of the Receiving Parties are those set forth in Federal  
25 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
26 whatever procedure may be established in an e-discovery order that provides for  
27 production without prior privilege review. Pursuant to Federal Rule of Evidence  
28 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure

1 of a communication or information covered by the attorney-client privilege or  
2 work product protection, the parties may incorporate their agreement in the  
3 stipulated protective order submitted to the court.

## 4 5 **12. MISCELLANEOUS**

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in  
11 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
12 any ground to use in evidence of any of the material covered by this Protective  
13 Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
16 may only be filed under seal pursuant to a court order authorizing the sealing of the  
17 specific Protected Material at issue. If a Party's request to file Protected Material  
18 under seal is denied by the court, then the Receiving Party may file the information  
19 in the public record unless otherwise instructed by the court.

## 20 21 **13. FINAL DISPOSITION**

22 After the final disposition of this Action, as defined in paragraph 4, within  
23 60 days of a written request by the Designating Party, each Receiving Party must  
24 return all Protected Material to the Producing Party or destroy such material. As  
25 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
26 compilations, summaries, and any other format reproducing or capturing any of the  
27 Protected Material. Whether the Protected Material is returned or destroyed, the  
28 Receiving Party must submit a written certification to the Producing Party (and, if

not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

#### **14. VIOLATION OF ORDER**

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: May 13, 2019

/s/ C. Yong Jeong

C. Yong Jeong, Esq.  
Attorney for Plaintiff

DATED: May 13, 2019

/s/Philip A. Byler

Marc S. Harris  
Alexander H. Cote  
Philip A. Byler

1 Attorney for Defendants  
2 APOLLO APPAREL NY, LLC  
3 ROSS STORES, INC.  
4 R&R GOLDMAN ASSOCIATES, INC. d/b/a/ DISCOVERY CLOTHING  
5 COMPANY  
6 SPECIALTY RETAILERS, INC.  
7 BEALL'S OUTLET STORES, INC.

8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. DATED.

9 DATED: May 23, 2019

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11 Honorable Alicia G Rosenberg  
12 United States Magistrate Judge  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on [date] in the case of \_\_\_\_\_ *Romex Textiles, Inc. v. Apollo Apparel NY,*  
8 *LLC et al 2:18-cv-06543-RSWL-AGR.* I agree to comply with and to be bound by  
9 all the terms of this Stipulated Protective Order and I understand and acknowledge  
10 that failure to so comply could expose me to sanctions and punishment in the  
11 nature of contempt. I solemnly promise that I will not disclose in any manner any  
12 information or item that is subject to this Stipulated Protective Order to any person  
13 or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for  
15 the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print  
18 or type full name] of \_\_\_\_\_ [print or  
19 type full address and telephone number] as my California agent for service of  
20 process in connection with this action or any proceedings related to enforcement of  
21 this Stipulated Protective Order.

22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

24  
25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_  
27  
28